

PLA

ENTERED
JUN 28 2010
Marion County Circuit Court

STATE OF OREGON
MARION COUNTY COURTS

JUN 28 2010

FILED

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

TRADEMARK LUMBER CO., INC.

Plaintiff,

v.

CHARLES A. SIDES

Defendant.

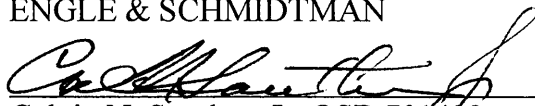
Case No. 10C13455

MOTION AND ORDER OF DISMISSAL
Judge James L. Rhoades

Plaintiff Trademark Lumber Co., Inc. moves this Court for an order dismissing its complaint against Defendant, for the reason that all sums owing to Plaintiff as set forth in Plaintiff's Complaint have been paid in full. Defendant has made no appearance in this lawsuit.

DATED: June 21, 2010.

ENGLE & SCHMIDTMAN


Calvin N. Souther, Jr. OSB 701422
Of Attorneys for Plaintiff


ORDER

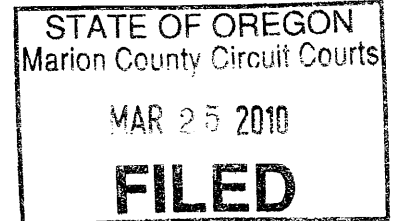
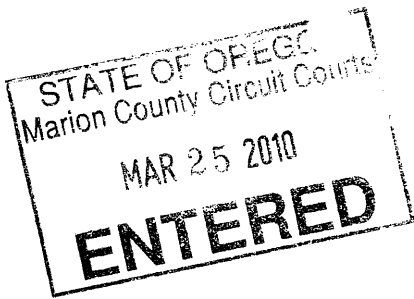
Plaintiff's Motion to Dismiss the within action is hereby:

☒ Granted

☐ Denied

DATED: June 28, 2010


Circuit Court Judge



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

TRADEMARK LUMBER CO., INC.

Plaintiff,

v.

CHARLES A. SIDES

Defendant.

Case No. 10C13455

**COMPLAINT
(GUARANTY)**

Plaintiff alleges:

1

That Defendant Charles A. Sides (hereinafter referred to as "Sides") resides in the County of Marion, State of Oregon, and that Plaintiff Trademark Lumber Co., Inc. (hereinafter referred to as "Trademark") resides in the County of Yamhill, State of Oregon.

2

That on or about December 28, 2009, Sides agreed to guarantee the obligation owed by Mid-Valley Forest Products LLC to Trademark, which at the time was in the amount of \$70,870.30. A copy of Sides' Personal Guarantee is attached hereto marked **Exhibit 1** and by this reference incorporated herein. The Guarantee provided that Sides agrees that extensions of time of payment may be granted to Mid-Valley Forest Products LLC and that any or all of the obligations may be changed in any other particular without notice and without in any manner releasing Sides from any liability. The Guarantee also provided that Sides agrees that his obligation under the Guarantee is primary and shall be enforceable even though the right to enforce any and all of the obligations or any provision of them is suspended or impaired by any statute or otherwise.

That the Guarantee further provided that Sides agrees that this obligation arising under the Guarantee shall be enforceable before or after enforcement action is taken against Mid-Valley Forest Products LLC and shall be effective regardless of the solvency or insolvency of Mid-Valley Forest Products LLC at any time; moreover, the obligation shall remain effective upon the extension or modification of the indebtedness of Mid-Valley Forest Products LLC by operation of law, upon reorganization, merger or consolidation, or any other change in the composition, nature, personnel or location of Mid-Valley Forest Products LLC. Sides further agreed that this Guarantee is a continuing Guarantee and shall not be revocable until the underlying obligation has been paid in the full amount.

That the Guarantee provided by Sides includes a provision allowing for the award to the prevailing party of costs and attorney's fees in the event legal action is necessary to enforce the Guarantee, such attorney's fees and costs to be in an amount established by the court upon that trial or upon appeal.

That as of this date there remains due and owing to Trademark the amount of \$52,461.66.

That in spite of repeated demands for payment, Sides has failed to pay the amount owing, and, demand for payment of that amount having been made upon Sides on March 2, 2010 by certified mail, return receipt requested, Sides is liable to Trademark in the amount of \$52,461.66, together with its costs and reasonable attorney's fees incurred herein.

WHEREFORE, Plaintiff prays for relief as follows:

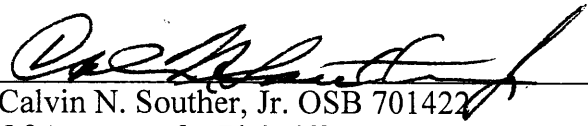
1. For judgment in the amount of \$52,461.66, together with interest thereon at the judgment rate until said amount is paid in full; and

COMPLAINT

2. For an award of its costs and disbursements incurred herein and for an award of its reasonable attorney's fees as the court may establish pursuant to ORCP 68; and
3. For such other relief as the court deems just and equitable.

DATED this 24th day of March, 2010.

ENGLE & SCHMIDTMAN



Calvin N. Souther, Jr. OSB 701422
Of Attorneys for Plaintiff

Calvin N. Souther, Jr. #701422
Engle & Schmidtman
610 Glatt Circle
Woodburn, OR 97071-9600
Telephone: (503) 981-0155
Facsimile: 981-0158
cals@woodburnlaw.net

PERSONAL GUARANTEE

The undersigned CHARLES A. SIDES, 245 13th St. NE, Salem, OR 97301 - mailing address: P. O. Box 2087, Salem, OR 97308, does unconditionally guarantee the prompt payment, when due, the MID-VALLEY FOREST PRODUCTS LLC's obligation to TRADEMARK LUMBER CO., INC., P. O. Box 896, Amity, OR 97101. The undersigned holds an ownership interest in Mid-Valley Forest Products LLC

The current balance due from Mid-Valley Forest Products LLC to Trademark Lumber Co., Inc. as of the date of this guarantee is \$70,870.30. In consideration of this Personal Guarantee, Trademark Lumber Co., Inc. will extend some additional credit to Mid-Valley Forest Products LLC.

The guarantor hereby agrees that extensions of time of payment may be granted to Mid-Valley Forest Products LLC either before or after sums are due and payable and that any or all of the obligations may be changed in any other particular without notice and without in any manner releasing the undersigned from any liability.

The guarantor hereby agrees that the guarantor's obligation hereunder is primary and shall be enforceable even though the right to enforce any and all of the obligations or any provision of any of them be suspended or impaired by any statute or otherwise.


The guarantor agrees that this obligation shall be enforceable before or after enforcement action is taken against Mid-Valley Forest Products LLC and shall be effective regardless of the solvency or insolvency of Mid-Valley Forest Products LLC at any time. The obligation shall remain effective upon the extension or modification of the indebtedness of Mid-Valley Forest Products LLC by operation of law or upon reorganization, merger or consolidation of Mid-Valley Forest Products LLC, or any other change in the composition, nature, personnel or location of Mid-Valley Forest Products LLC.

The guarantor agrees that this is a continuing guarantee and shall not be revocable until the aforesaid obligation has been paid in full in the amount of \$70,870.30.

The guarantor waives notice of acceptance hereof and notices of transactions and services provided, the amounts and terms thereof, and of all defaults or disputes with Mid-Valley Forest Products LLC and of settlement or adjustments of such defaults or disputes.

If action is necessary to enforce any term or provision of this agreement, the prevailing party shall be entitled to recover from the losing party such attorney fees and costs as may be awarded by the court. This award will include any attorney fees or costs awarded on any appeal.

DATED this 28 day of December, 2009.


Charles A. Sides